

Waiver Request

September 14, 2018

Innovative Dynamic Networks
SPIN#: 143029400
CCF030812016
Docket No 02-6
Schools and Libraries Program

To Whom It May Concern:

Innovative Dynamic Networks, 610 6th St., Racine WI, is seeking a waiver of the window of time allotted for a service provider to submit invoices to the Universal Service Administrative Company (USAC) for services provided to a client under an E-Rate funding grant in the 2016 funding year.

Below you will find the basis for our request to exceed the invoicing deadlines for Innovative Dynamic Networks' contract with the Council for the Spanish Speaking Inc. (Centro Hispano Milwaukee), 614 W. National Ave., Milwaukee WI 53204. We ask you to allow Innovative Dynamic Networks to submit invoices totaling \$80,155.17 to be paid for work performed throughout the granting period. Our request is based on the following:

1. In November of 2015, Karina Benitez, acting on behalf of the Council for Spanish Speaking Inc (Billed Entity: 17003545), filed an FCC Form 471-Funding Year 2016 under FRN #1699013544 and application #161008591. The funding request was for Category 2 services for basic maintenance of internal connections for 7 separate Milwaukee-area sites operated by the Council (Appendix A).
2. The Council accepted a total bid of \$100,260 -- \$8,355 monthly recurring eligible costs -- from Innovative Dynamic Networks to perform the work over a two-year period, from July 2016- July 2018. The Council entered into a service contract with Innovative Dynamic Networks specifying those details in April 2016 (Appendix B).
3. Somewhere along the line, Ms. Benitez apparently became confused. She created another Application #160025645 for the same Category 2 basic maintenance of internal connections for the same 7 sites for 2016-2018 on a "2nd 470 Form" (Appendix C) with a service agreement linked to it that names Innovative Dynamic Networks as the provider. Innovative Dynamic Networks was unaware of this second filing and does not know what service agreement is linked with it since the company only signed one with The Council for this work. While it doesn't appear that the filing goes anywhere, it complicates this case, as you will see.
4. Although Innovative Dynamic Networks had not received any formal notification in writing from The Council or USAC, Ms. Benitez contacted Innovative Dynamic Networks by telephone in July 2016 to say the funding for basic maintenance had been

reduced to from \$8,355 to \$4,464/month instead of the agreed upon \$8,355. She was going to inquire about the decision and seek more information. Rather than lose payment for services altogether, Innovative Dynamic Networks began performing the work and invoicing The Council at the new, revised amount provided by Ms. Benitez while it awaited some kind of formal confirmation or solution to the discrepancy from USAC, which Ms. Benitez said she was seeking. From July 1, 2016 through December, 2016, Innovative Dynamic Networks provided monthly maintenance services at the Council's 7 sites under the service agreement that they signed in April 2016. Innovative Dynamic Networks began to invoice The Council for the adjusted \$4,464, rather than the \$8,355 in the service agreement, as it awaited a resolution to the discrepancy.

5. On December 12, 2016, USAC notified The Council that it had modified the FRN#1699013544 "from a one-time charge of \$100,260 to a one-time charge of \$4,464 (Appendix D). This modification was obviously in error. Services had been provided under this FRN for six months by the time USAC issued this modification. In addition, the Category 2 work associated with the FRN was for monthly basic maintenance of internal connections, a monthly recurring charge. It was never for a one-time charge. The total service agreement under the original FRN was for \$100,260, with \$85,221 coming from USAC and \$15,039 from The Council. The Council notified Innovative Dynamic Networks that some mistake had been made. Invoicing was delayed in the interim it would take The Council to straighten out the error with USAC.
6. Ms. Benitez filed an appeal #29764 (Appendix E) on December 27, 2016, pointing out the discrepancy.
7. Somewhere along the line, another Form#35855 became associated with the original FRN#1699013544 that names IDN the service provider for maintenance and was certified on Feb. 9, 2017 – 8 months after the original service agreement began. We have no idea what this Form refers to, but we think it may have helped complicate matters. When we searched for the record, we received an error message (Appendix F).
8. For months, invoicing was suspended as The Council and Innovative Dynamic Networks awaited some kind of decision or clarification from USAC. Meanwhile, basic maintenance still was a necessity at the 7 sites that served children in The Council's programs, and Innovative Dynamic Networks performed the work.
9. Innovative Dynamic Networks lived up to the service agreement in the interim. It wasn't until August 23, 2017 – 13 months after the service agreement began – that USAC modified the funding, without explanation, to \$65,842.80 yearly and a monthly recurring charge of \$5,486.90.10 monthly reduction from the originally approved bid, reducing the total service agreement from \$100,260 to \$65,842.80 (Appendix G). Not only did IDN find out officially that the funding had been reduced at this late date, but now we realize we were also under billing, using the \$4,464 monthly charge that Ms. Benitez had said

received approval instead of the \$5,486.90 monthly charged that was actually approved. As a result, Centro Hispano has underpaid the approved, revised service agreement by \$2,947.20 that is still owed for service work done between July 1, 2016 and December 1, 2017. USAC, as you will see later in the letter, has made one payment of \$3,794.40. Under the approved, revised funding, USAC owes \$52,171.98.

10. But in issuing its amended funding commitment, USAC also linked it to the "2nd Form 470" and Application#160025645 (Appendix H).
11. To complicate matters, on December 28, 2017 – 18 months after the initial service agreement began – USAC notified Innovative Dynamic Networks that Ms. Benitez had canceled the contract for basic maintenance services in Funding Year 2017 – six months after services had already been rendered to The Council sites for the year (Appendix I). Ms. Benitez is no longer an employee of The Council.
12. Attached are invoices that were made to The Council and USAC for payment during this very confusing timeframe. In the end, The Council paid \$12,052.80 thus far. USAC has paid one invoice of \$3,794.40 (Appendix J).

As is evident by the course of events that is laid out above and the documentation attached in the Appendices, Innovative Dynamic Networks feels it has been unjustifiably mistreated in the handling of this E-Rate Funding grant for basic maintenance services, and at the very least deserves a waiver be granted for the opportunity to submit invoices and receive payment that reflects the final amount revised and approved by USAC. Under the revision, The Council still owes \$2,947.20 for services rendered through December, 2017. USAC still owes \$52,171.98 to cover the services rendered in good faith to The Council during 2016. To be fair, IDN also feels USAC should honor the same monthly amount for the following six months, July 2017-December 2017, when IDN was providing services, since USAC did not notify us, nor did The Council, that the contract had been canceled. That amount would be \$27,983.19.

First, this E-Rate grant was complicated and confused by Ms. Benitez, who submitted duplicate applications and Forms for the same service work. Innovative Dynamic Networks believes these duplications caused the errors and confusion of the funding rates and required Innovative Dynamic Networks to halt regular submission of invoices as Ms. Benitez attempted to straighten things out with USAC.

Then, USAC completely confused matters. It converted what was to be a \$100,260 service contract for recurring services and recurring charges into a one-time \$4,464 funding commitment. What's more, it issued this change in error without explanation six months after the service agreement began. And then, USAC took more than a half-year to fix the error – during which time invoicing was suspended. When USAC finally did "fix" its error, it came back with a funding commitment modification that was \$34,417.20 less than the agreement that was entered nearly TWO YEARS before its decision. That adjustment came without explanation.

Lastly, to top things off, The Council struggled with finances to pay its portion of the service agreement in the final months of the service agreement, again delaying invoicing within a required window.

For all of these reasons, Innovative Dynamic Networks feels that it has been unjustly treated in this funding contract, and at the very least requests a waiver in order to submit the remaining and revised invoices for payment from USAC that IDN deserves. These invoices total \$52,171.78 2016 and \$27,983.19 for the first half of 2017, the time when we provided services without knowledge that the contract had been terminate.

Innovative Dynamic Networks is seeking a prompt decision of the waiver request and quick resolution to its quest for fair payment of services rendered under this E-rate funding grant. It has taken numerous hours to research and sort out all that has created this error-ridden case in order to receive fair payment for its work. We look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink, appearing to read 'Angel Ramos-Ortiz', with a long horizontal flourish extending to the right.

Angel Ramos-Ortiz
President

Innovative Dynamic Networks

Appendix A

OMB 3060-0806
FCC Form 471

Approval by OMB
3060-0806



Description of Services Ordered and Certification Form 471

FCC Form 471 — Funding Year 2016

Application Number 161008591

Application Information

Nickname Maintenance for all sites

Application Number 161008591

Funding Year 2016

Category of Service Category 2

Billed Entity

Council for the Spanish Speaking, Inc. (Centro Hispano Milwaukee)
614 W. National Ave Milwaukee WI 53204-

karinaivette26@gmail.com

Billed Entity Number: 17003545

FCC Registration Number: 0016875528

Contact Information

Karina Benitez

414-384-5122

karinaivette26@gmail.com

Holiday/Summer Contact Information

Karina Benitez karinaivette26@gmail.com 414-384-5122 x226

Consulting Firms

Name	Consultant Registration Number	City	State	Zip Code	Phone Number	Email
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School District

Name	BEN	Urban or Rural	State LEA ID	State School ID	NCES Code	School District Attributes	Endowment
Council for the Spanish Speaking, Inc. (Centro Hispano Milwaukee)	17003545	Urban				Public School District	None

Related Child School Entities

Name	BEN	Urban or Rural	State LEA ID	State School ID	NCES Code	Number of Students	Students based on estimate	Alternative Discount	CEP Percentage	School Attributes	Endowment
GUADALUPE HEAD START Administration	17003547	Urban				0	N/A	None		Public School; Head Start	None
GUADALUPE HEAD START	17003548	Urban				0	N/A	None		Public School; Head Start	None

Appendix A

RESOURCE CENTER											
Guadalupe Head Start Murguia 1 and 2	17003106	Urban				251	N/A	None		Public School; Head Start	None
Daycare Services for Children Baird Center	17003105	Urban				70	N/A	None		Public School; Head Start	None
GUADALUPE SOUTH HEAD START	16044143	Urban				95	N/A	None		Public School; Head Start	None
GUADALUPE HEAD START A JO'S DAY CARE ADA DEMY	16044144	Urban				89	N/A	None		Public School; Head Start	None
GUADALUPE HEAD START AT THE CHILD DEVELOPMENT CENTER OF ST. JOSEPH	16044145	Urban				53	N/A	None		Public School; Head Start	None

Discount Rate

School District Enrollment	School District NSLP Count	School District NSLP Percentage	School District Urban/Rural Status	Category One Discount Rate	Category Two Discount Rate	Voice Discount Rate
185	185	100.0%	Urban	90%	85%	50%

Appendix A

Funding Request for FRN #1699013544

Funding Request Nickname: Maintenance agreement for all Head Start Sites **Service Type:** Basic Maintenance of Internal Connections

What is the FRN number from the previous year ?

Contract Summary - Contract

Contract Number service agreement
Establishing FCC Form 470 160025645
Award Date March 04, 2016
Expiration Date

Account Number ACC507
Service Provider Innovative Dynamic Networks Inc. (SPN: 143029400)
Includes Voluntary Extensions? No
Remaining Voluntary Extensions
Total Remaining Contract Length

Document Name	Document Description
CCF03082016_0006.pdf	service agreement for the maintenance of internal connections for all the sites

Contract Information (Additional)

What is the service start date? July 01, 2016

What is the date your contract expires for the current term of the contract? July 01, 2018

Narrative

Maintenance services are as follows: Document current network configuration and draw network topology. Provide full unlimited outsource network support/helpdesk Monday through Friday 8 hours a day with a three hour response time. Response time can be via phone, email or physical. The billing rate of \$50/hour would be applied for emergency services during non-supported hours. The support contract is only to provide support for 7 locations. Locations are listed later on this document. Support will also be provided for the broadband connection but reliability and up-time is the responsibility of the local ISP. The support services to be provided with the tier of support associated with this document are: three hour response time, inventory and tracking, current network documentation, technology plan research and development, network support, backup and recovery support, remote support, onsite support, technology budget assistance, future implementations, weekly/monthly security assessments, user network policy, end user training, future wiring or relocation (not including equipment), web filtering installation and configuration, and monthly reporting of services.

Line Item # 1699013544.001

Product and Service Details

Type of Product Being Maintained Basic Main tenance of Internal Connection s

Cost Calculation for FRN Line Item # 1699013544.001

Monthly Cost		One-Time Cost	
Monthly Recurring Cost	\$8,355.00	One-time Cost	\$0.00
Monthly Recurring Ineligible Costs	- \$0.00	One-time Ineligible Costs	- \$0.00
Monthly Recurring Eligible Costs	= \$8,355.00	One-time Eligible Cost	= \$0.00
Months of Service	x 12	Summary	
Total Eligible Recurring Costs	= \$100,260.00		
		Total Eligible Recurring Costs	\$100,260.00
		One-time Eligible Costs	+ \$0.00
		Pre-Discount Extended Eligible Line Item Cost	= \$100,260.00

Appendix A

Recipients of Services

Ben	Name	Amount
17003547	GUADALUPE HEAD START Administration	\$14,322.86
17003548	GUADALUPE HEAD START RESOURCE CENTER	\$14,322.86
17003106	Guadalupe Head Start Murguia 1 and 2	\$14,322.86
17003105	Daycare Services for Children Baird Center	\$14,322.86
16044143	GUADALUPE-SOUTH HEAD START	\$14,322.86
16044144	GUADALUPE HEAD START A JO'S DAY CARE ACADEMY	\$14,322.85
16044145	GUADALUPE HEAD START AT THE CHILD DEVELOPMENT CENTER OF ST. JOSEPH	\$14,322.85

FRN Calculation for FRN #1699013544 -Maintenance agreement for all Head Start Sites

Monthly Charges		Total Requested Amount	
Total Monthly Recurring Charges	\$8,355.00	Total Eligible Pre-Discount Recurring Charges	\$100,260.00
Total Monthly Ineligible Charges	- \$0.00	Total Eligible Pre-Discount One-Time Charges	+ \$0.00
Total Monthly Eligible Charges	= \$8,355.00	Total Pre-Discount Charges	= \$100,260.00
Total Number of Months of Service	x 12	Discount Rate	85%
Total Eligible Pre-Discount Recurring Charges	= \$100,260.00	Funding Commitment Request	= \$85,221.00
One-Time Charges			
Total One-Time Charges	\$0.00		
Total Ineligible One-Time Charges	- \$0.00		
Total Eligible Pre-Discount One-Time Charges	= \$0.00		

Connectivity Questions

Per Entity Basis Questions

Entity Name	Council for the Spanish Speaking, Inc. (Centro Hispano Milwaukee)	Entity Number	17003545
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Entity Name	BEN	Download	Units	Upload	Units	Connection	Wifi Sufficient	Barriers to Robust Network
GUADALUPE-SOUTH HEAD START	16044143	3.00	Mbps	3.00	Mbps	Cable Modem	Sometimes	Outdated equipment
GUADALUPE HEAD START A JO'S DAY CARE ACADEMY	16044144	3.00	Mbps	3.00	Mbps	Cable Modem	Sometimes	Outdated equipment
GUADALUPE HEAD START AT THE CHILD DEVELOPMENT CENTER OF ST. JOSEPH	16044145	3.00	Mbps	3.00	Mbps	Cable Modem	Sometimes	Outdated equipment

Appendix A

Daycare Services for Children Baird Center	17003105	3.00	Mbps	3.00	Mbps	Cable Modem	Sometimes	Outdated equipment
Guadalupe Head Start Murguia 1 and 2	17003106	3.00	Mbps	3.00	Mbps	Fixed Wireless	Sometimes	Broadband connection speed to building is too slow
GUADALUPE HEAD START Administration	17003547	3.00	Mbps	3.00	Mbps	Cable Modem	Sometimes	Outdated equipment
GUADALUPE HEAD START RESOURCE CENTER	17003548	3.00	Mbps	3.00	Mbps	Cable Modem	Sometimes	Outdated equipment

Certifications

I certify that the entities listed in this application are eligible for support because they are schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million.

I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

Total Funding Summary

Below is a summary of the total line item costs on this FCC Form 471:

Summary	
Total funding year pre-discount eligible amount on this FCC Form 471	\$100,260.00
Total funding commitment request amount on this FCC Form 471	\$85,221.00
Total applicant non-discount share of the eligible amount	\$15,039.00
Total budgeted amount allocated to resources not eligible for E-rate support	\$0.00
Total amount necessary for the applicant to pay the non-discount share of eligible and any ineligible amounts	\$15,039.00
Are you receiving any of the funds directly from a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year?	No
Has a service provider listed on any of the FCC Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds needed to pay your non-discounted share?	No

I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.

I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, as prohibited by the Commission's rules at 47 C.F.R. § 54.503(d), other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that I will retain all documents necessary to demonstrate compliance with the

statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to USAC.

I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

I certify that if any of the Funding Requests on this FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.

NOTICE

Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to submit an application for such discounts by filing this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the application requirements for universal service discounts contained in 47 C.F.R. § 54.504. Schools and libraries must file this form themselves or as part of a consortium. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving your application for universal service discounts is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application for universal service discounts may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public. If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized. If you do not provide the information we request on the form, the FCC or the Universal Service Administrator may delay processing of your application for universal service discounts or may return your application without action. The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq. Public reporting burden for this collection of information is estimated to average 4.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554. We also will accept your comments via the email if you send them to PRA@FCC.gov. DO NOT SEND COMPLETED WORKSHEETS TO THESE ADDRESSES.

Authorized Person

Name:	Karina Benitez
Title:	Assistant Director for Compliance
Employer:	Karina Benitez
Address:	614 W. National Ave Milwaukee WI 53204-
Phone:	414-384-5122
Email:	karinaivette26@gmail.com

Certified Timestamp

09-Mar-2016 11:28:51 EST

Service Agreement

This Service Agreement is made and will be effective on 1st day of July, 2016.

BETWEEN

Council for the Spanish Speaking, Inc., Located at 614 West National Ave, Milwaukee WI 53204

AND

Innovative Dynamic Networks, Inc. an information technology company incorporated in the state of Wisconsin and located at 610 Sixth Street, Racine, Wisconsin 53403

BACKGROUND: Council for the Spanish Speaking, Inc (customer) is of the opinion that Innovative Dynamic Networks, Inc. (service provider) has necessary qualifications, experience and abilities to provide services that are needed by the business of the customer.

AND

Innovative Dynamic Networks the (service provider) agreed for providing quality services to Referee (customer) following the terms and conditions stated in the service agreement signed by both companies.

IN CONSIDERATION OF the matters stated above and in consideration of mutual benefits set forth in this agreement, the parties to this agreement agree on the points as follows:

Engagement

1). The customer agrees to engage the service provider to provide the customer with the following services: Document current network configuration and draw network topology. Provide full unlimited outsource network support/helpdesk Monday through Friday 8 hours a day with a three hour response time. Response time can be via phone, email or physical. The billing rate of \$50/hour would be applied for emergency services during non-supported hours. The support contract is only to provide support for 7 locations. Locations are listed later on this document. Support will also be provided for the broadband connection but reliability and up-time is the responsibility of the local ISP. The support services to be provided with the tier of support associated with this document are: three hour response time, inventory and tracking, current network documentation, technology plan research and development, network support, backup and recovery support, remote support, on-site support, technology budget assistance, future implementations, weekly/monthly security assessments, user network policy, end user training, future wiring or relocation (not including equipment), web filtering installation and configuration, and monthly reporting of services. Any significant changes or addition of network devices to the network will allow this contract to be renegotiated per agreement of both parties.

Term of Agreement

Appendix B

2). The term of this agreement will start on the date of this agreement and will remain in full force and effect until 07/01/2018; thereafter this agreement will continue on a month to month basis until a party terminates it by a 60-day notice to the other party.

Performance

3). Both parties to the agreement agree on each and every clause of the contract and to do everything necessary to ensure that the terms and conditions of this agreement take effect.

Compensation

4). For the services provided to the first company by the service provider (second company) under this agreement, the customer will pay to the service provider the amount of \$8,355.00 on a monthly basis due on the first of each month as compensation. As a condition of this agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted for payment but an 8% fee will be added to the total amount due. The customer is entitled to deduct from the service provider's 10% compensation for the billing cycle if the service provider fails to provide a three-hour response time during the billing cycle or any applicable deductions and remittances enforceable by law. The locations to be serviced are: 1648 South 37th Street, Milwaukee, WI 53215. 1659 South 36th Street, Milwaukee, WI 53215. 1645 South 36th Street, Milwaukee, WI 53215. 3027 West Greenfield Avenue, Milwaukee, WI 53215. 2210 West Becher Street, Milwaukee, WI 53215. 239 West Washington Street, Milwaukee, WI 53204.

Return of Property

5). Once the agreement is expired, the service provider will return to the customer any property, documentation, concerned records and confidential/proprietary information, which is the property of customer.

Disputes

6). Where a dispute between the parties remains unresolved for more than 30 days it shall be submitted to arbitration upon the initiative of either party. The process shall be by one arbiter under the auspices of the American Arbitration Association. An arbitration award or decision shall be judicially enforceable by the Circuit Court of Racine County, Racine, Wisconsin. Costs of arbitration and judicial enforcement shall be allocated, equitably and fairly, to a party or between the parties in accordance with prevalence on the issues and cooperation with the arbitration process, its decisions and judicial enforcement.

Notice

8). All notices, requests, demands or other communications required or permitted by the terms of this agreement will be in writing and sent to the concerned party to the agreement in time and all the notices shall be sent to each party's address.

Modifications to Agreement

9). Any amendment or modification in any clause of this agreement or additional heading can be added to the agreement by either party in connection to this agreement but with consent of other party and he must have to get new clause or amended clause signed and approved by the other party.

Entire Agreement

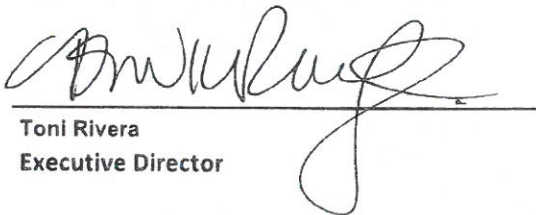
10). It is agreed by both parties that there is no representation, warranty, collateral agreement or condition affecting this agreement except what is expressed in this agreement.

Governing Law

11). It is the intention of the parties that this agreement and the performance under this agreement all special proceedings under this agreement shall be construed in accordance with and under the laws of state of Wisconsin without regard to the jurisdiction in which any action or special proceeding may be instituted.

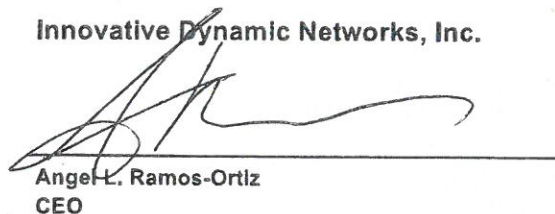
IN WITNESS WHEREOF the parties have duly executed this Service Agreement on 04 / 30 / 2016.

Council for the Spanish Speaking Inc.



Toni Rivera
Executive Director

Innovative Dynamic Networks, Inc.



Angel L. Ramos-Ortiz
CEO